

### **REMARKS/ARGUMENTS**

This Amendment is in response to the Office Action mailed December 11, 2008. Claims 1-5 and 7-13 were pending in the present application. This Amendment amends claims 1, 5, 7, 10, and 13; and cancels claim 9, leaving pending in the application claims 1-5, 7-8, and 10-13. Reconsideration of the rejected claims is respectfully requested.

#### **I. Rejection under 35 U.S.C. §112**

Claims 1-5 and 7-13 are rejected under 35 U.S.C. §112, first paragraph, as failing to comply with the written description requirement. Although Applicants do not agree with the rejections, in order to advance prosecution the language has been amended to more clearly match the language of the specification. The claims no longer recite the language that was rejected in the Office Action. Applicants therefore respectfully request that the §112 rejections with respect to these claims be withdrawn.

#### **II. Rejection under 35 U.S.C. §103**

Claims 1-5 and 7-13 are rejected under 35 U.S.C. §103(a) as being obvious over *Martinez* (US 5,208,446) in view of *Bloom* (US 6,974,928). Applicants respectfully submit that these references do not teach or suggest each element of these claims.

For example, Applicants' claim 1 as amended recites a method of delivering at least one item or service from a provider to a receiver, the method comprising:

- receiving an order for at least one item or service available from the provider, the order identifying a receiver to which to deliver the at least one item or service;
- generating an order identifier, in response to receiving the order, when a purchaser of the order is pre-approved or has an account with a financial processor, wherein the financial processor is able to provide payment for the at least one item or service upon the delivery of the at least one item or service;
- obtaining the order identifier from the receiver at substantially a time of delivery;
- providing information regarding the order identifier obtained at substantially the time of delivery to the financial processor for approval of a financial portion of the order;
- in response to the information regarding the order identifier being approved by the financial processor, providing payment for the at least one item or service from the financial processor to the provider and delivering the at least one item or service to the receiver; and
- in response to the information being not approved by the financial processor, not delivering the at least one item or service to the receiver

(*emphasis added*). Such limitations are not disclosed by the combination of *Martinez* and *Bloom*.

For example, as discussed previously of record *Martinez* discloses an apparatus allowing credit card information to be accepted, verified, and processed contemporaneously with the delivery of goods (col. 1, lines 6-35). This requires the recipient to have a credit card or bank guarantee card (col. 1, lines 35-43), and requires the recipient to provide this credit card information to the delivery person, which some customers might be reluctant to do. The Office Action recognizes on page 4 that *Martinez* does not teach or suggest use of an order identifier as recited in Applicants' claim 1.

The Office Action attempts to address these deficiencies in *Martinez* by combining *Bloom*. *Bloom* is directed to efficient bulk package delivery to an automated article storage and retrieval system at a centralized article pickup location (col. 1, lines 8-12; col. 2, lines 25-64), and thus is non-analogous prior art and there would have been no motivation to combine *Bloom* with *Martinez* for purposes such as that of Applicants' claim 1.

Further, even if there were motivation to combine the references for sake of argument, the identifier of *Bloom* is used for a different purpose, and is not indicative of authorization of a financial processor to provide payment for an order. As discussed of record, items of *Bloom* can be sorted by a "destination centralized pickup location" or a "destination local distribution hub" into a bulk package, which can have an identifier assigned thereto for matching the bulk package with a storage locker bin (col. 2, lines 50-64; col. 3, lines 8-19). The identifier information of *Bloom* is thus used for managing the storage and bulk shipping process, is not an identifier issued "when a purchaser of the order is pre-approved or has an account with a financial processor," such that "the financial processor is able to provide payment for the at least one item or service upon the delivery of the at least one item or service." *Bloom* uses identifier information internally for managing the delivery process, and does not require that the recipient even be aware of the identifier information. As discussed of record, if the package is placed on a truck for delivery it is sorted by zip code and the identifier information is not used from that point forward. Further, there is no teaching or suggestion that a recipient wishing to pick up a package must present the identifier information, or that delivery is contingent thereon.

Combining the approaches of *Martinez* and *Bloom*, even if there were motivation to do so, thus would not render Applicants' claims obvious. As discussed, *Martinez* is directed to obtaining credit card information from a recipient at the time of delivery. *Bloom* is directed to managing the bulk transfer of packages before delivery. At best, the combination still would require that a recipient present credit information at the time of delivery in order to receive the item. The proposed combination would not teach or suggest “in response to the information regarding the order identifier being approved by the financial processor, providing payment for the at least one item or service from the financial processor to the provider and delivering the at least one item or service to the receiver” as recited in Applicants' claim 1. The proposed combination would also not teach or suggest “in response to the information being not approved by the financial processor, not delivering the at least one item or service to the receiver” as recited in claim 1. As such, the combination cannot render obvious Applicants' claim 1 or the claims that depend therefrom. The other claims recite limitations that similarly are neither taught nor discussed by these references, individually or in combination, such that these claims also cannot be rendered obvious. Applicants therefore respectfully request that the rejections with respect to these claims be withdrawn.

### **III. Amendment to the Claims**

Unless otherwise specified or addressed in the remarks section, amendments to the claims are made for purposes of clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof. The amendments are supported by the specification and do not add new matter.

Appl. No. 09/910,462  
Amdt. dated April 13, 2009  
Reply to Office Action of December 11, 2008

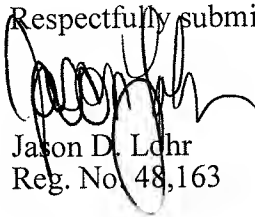
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**CONCLUSION**

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 925-472-5000.

Respectfully submitted,



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